



MAINTENANCE AND DEFECT AGREEMENT (Two Years) For public roads and drainage facilities	Applicant's Name and Address
Agreement Number	Project Number and Name
Guarantee Amount	Site Location/Section

This AGREEMENT is made and entered into this _____ day of _____, 19____, between the King County Department of Transportation, Road Services Division, hereinafter called the COUNTY, and the above named APPLICANT, hereinafter called APPLICANT.

Basis for AGREEMENT:

WHEREAS the undersigned APPLICANT has constructed public roads and/or drainage facilities in connection with the above-referenced project; and

WHEREAS the APPLICANT has agreed to secure the successful maintenance and operation of said improvements for the referenced projects pursuant to King County Ordinance 12020 and King County Code Title 14 and 19;

NOW THEREFORE, the APPLICANT hereby agrees and binds itself and it's legal representatives, successors, and assigns as follows:

Terms of the AGREEMENT:

1. The improvements constructed by the APPLICANT or his representative shall successfully operate and shall remain free of defects in design, workmanship, materials, and design for a period of two years from the date of satisfactory completion of the improvements or final plat approval, whichever is later. As used in this AGREEMENT, the term "defects" includes but is not limited to, damage resulting from construction activities and/or use during the two year period.
2. The APPLICANT is responsible for maintenance of the public road and drainage facilities, including the roadway surface for the two year period from the date of satisfactory construction approval or final plat approval, whichever is later.
3. In the event of any failure of the improvements to satisfactorily operate or in the event of a defect in design, workmanship or materials, the APPLICANT shall promptly and adequately repair and/or correct the failure or defect.
4. The COUNTY will perform maintenance inspections during the two year period.
5. During the two year period upon notification by the COUNTY, the APPLICANT shall correct and/or make repairs to the right-of-way improvements within the time period specified by the COUNTY when defects in the design, workmanship, or materials occur.
6. In the event the COUNTY determines that repairs must be performed immediately to prevent risk to person(s) and property, the COUNTY may make necessary repairs and the costs of those repairs shall be paid by the APPLICANT upon demand.
7. The APPLICANT shall pay all required fees in accordance with King County Code.
8. At the end of the two year period, the APPLICANT shall clean the drainage system prior to the COUNTY's final inspection.



Agreement Number	Project Number and Name
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9. If, at the conclusion of the two year period, King County, at its sole discretion, determines that the improvements are not adequately maintained, the APPLICANT shall perform prompt maintenance to the COUNTY's satisfaction. In the event this maintenance is not performed within the time period specified by the COUNTY, the COUNTY will invoke the enforcement and Notice and Order processes found in K.C.C. 23.12.
10. Any failure by the APPLICANT to comply with the terms of this AGREEMENT in a timely manner shall constitute default. Any action or inaction by King County following any default in any term or condition of this AGREEMENT shall not be deemed to waive any rights of King County pursuant to this AGREEMENT.
11. The APPLICANT shall indemnify and hold the COUNTY and it's agents, employees and/or officers harmless from and shall process and defend at it's own expense all claims, damages, suits at law or equity, actions, penalties, losses, or costs of whatsoever kind or nature, brought against the COUNTY arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the APPLICANT's performance or failure to perform any aspect of the AGREEMENT. Provided, however, that if such claims are caused by or result from concurrent negligence of the APPLICANT and the COUNTY, it's agents, employees and/or officers, this provision shall be valid and enforceable only to the extent of the negligence of the APPLICANT, and provided further, that nothing herein shall require the APPLICANT to hold harmless or defend the COUNTY from any claim arising from the sole negligence of the COUNTY's agents, employees and/or officers.
12. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in King County, Washington.

Release Requirements: This AGREEMENT shall remain in full force and effect and shall not be released until all terms of this AGREEMENT have been completed to the satisfaction of the King County Road Engineer or his/her designee.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

APPLICANT

By _____	Title _____	Date _____
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Received for King County By _____	Date _____
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